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CENTRAL TAX CENTER
SEP 27 2006

Remarks

Claims 1 to 12, 22 and 23 remain in this application.

Claims 1 to 3, 6, 7, 11 and 12 have been allowed.

Claim 5 is indicated as containing allowable subject matter if rewritten in independent form.

Claim 4 has been amended in editorial manner to delete a repetitive "of".

Claim 24 has been canceled in view of the requirement for restriction.

Claims 4, 8 to 10, 22 and 23 have been finally rejected on new grounds of rejection. Reconsideration of these rejections is requested.

Claim 4 has been rejected as being clearly anticipated by Konkol. Issue is taken in this respect.

Konkol is directed to a construction for a laminated card that comprises a transparent film 10, pressure sensitive adhesive 16 on one surface and a liner stock 12 (see Fig. 2). As illustrated in Figs. 3 and 4, once indicia have been printed onto a surface 18 of the liner stock 12, a die cut portion 24 of the liner stock 12 is removed by the recipient from the transparent film 10 and replaced printed side down onto the adhesive surface 16 of the transparent film as illustrated in Fig. 5. (column 4, lines 42 to 48). Thereafter, as shown in Figs. 6 and 7, the construction is turned over so that the transparent film 10 is facing upward and the laminated card peeled away. The card is then folded with the indicia facing outward. (column 4, lines 52 to 57; Fig.9).

Claim 4 requires a blank to have a sheet of paper having a first transverse line of weakening "to divide the sheet in half" to define at least two areas within the sheet with "a first of said areas... having a removable first section... a second of said areas...

having a removable second section therein spaced from said first section...". Konkol is void of any such structure. Specifically, as indicated in Figs 1 and 3, the perforation line 20 in the liner stock 12 does not divide the liner stock in half. Only the die cut portion 24 of the liner stock 12 is divided. Further, the two areas of the die cut portion 24 do not each have a removable section and the two areas of the die cut portion 24 are not spaced from each other as required by Claim 4. Accordingly, for these reasons alone, a rejection of Claim 4 is being anticipated by Konkol is not warranted pursuant to the provisions of 35 U.S.C. 120.

Claim 4 further requires "a layer of adhesive on each of said sections for laminating said sections to each other". Konkol is void any such teaching. Note that the adhesive 16 is on the transparent film 10 and not on the die cut portion 24 as required by claim 4. Also, the adhesive 16 is not provided to laminate the areas of the die cut portion 24 together (see Fig. 9). For this additional reason, a rejection of Claim 4 as being anticipated by Konkol is not warranted pursuant to the provisions of 35 U.S.C. 102.

Claim 4 further requires "a removable liner disposed over said adhesive on each of said sections for removal therefrom... to allow said adhesive to laminate said first removable section with said second removable section". Konkol is void any such teaching. As can be seen in Figs. 6 and 9, the transparent film 10 is not removed from the adhesive 16 but carries the adhesive 16. Also, as shown in Fig. 9, the adhesive 16 is to the outside of the folded over die cut portion 24 and not between the two areas of the die cut portion 24. Accordingly, for this additional reason, a rejection of Claim 4 is

being anticipated by Konko is not warranted pursuant to the provisions of 35 U.S.C. 102.

Claim 4 has been rejected as being clearly anticipated by Popat, issue is taken in this respect.

Popat describes a laminated assembly 10 that includes a card stock sheet 20 on the top, a laminated transparent plastic sheet 50 on the bottom and a layer of pressure sensitive adhesive 48 therebetween (see Fig. 3). In addition, each of the sheets 20, 50 is die cut in a manner as illustrated in Fig. 3 so that a throwing toy assembly may be peeled out of the assembly 10 as indicated in Figs. 6 and 7. The final product is illustrated in Fig. 10.

Claim 4 is directed to a blank comprising "a sheet of paper having a first transverse line of weakening to divide said sheet in half...". Popat is void of any description or teaching of a transverse line of weakening in the card stock sheet 20 or the plastic sheet 50. For this reason alone, a rejection of Claim 4 is being anticipated by Popat is not warranted pursuant to the provisions of 35 U.S.C. 102.

Claim 4 further requires "a first of said areas on one side of said line having a removable first section... a second of said areas on an opposite side of said line... having a removable second section... for folding over and onto said first area...". Popat does not describe or teach such a structure. For example, the wings 38, 40, 42, 44 formed by die cutting the card stock sheet 20 (column 4, lines 16 to 20) are not foldable over each other. For this additional reason, a rejection of Claim 4 as being anticipated by Popat is not warranted pursuant to the provisions of 35 U.S.C. 102.

Claim 4 further requires "a layer of adhesive on each of said sections... and a removable liner disposed over said adhesive... for removal therefrom... to allow said adhesive to laminate said first removable section with said second removable section". Popat does not describe or teach such a structure. Specifically, the die cut portions of the plastic sheet 50 are not removable from the die cut portions of the card stock sheet 20 but remain laminated thereto. Also, the die cut portions of the plastic sheet 50 are not removable from the adhesive 48 as required by claim 4. Accordingly, for these additional reasons a rejection of Claim 4 is being anticipated by Popat is not warranted pursuant to the provisions of 35 U.S.C. 102.

Claim 4 has been rejected as being clearly anticipated by Laurash. Issue is taken in this respect.

Laurash is directed to a gift card form. As illustrated in Figs. 1a and 1b, the gift card form is a two ply construction having a face ply 101 with a die cut 105, an adhesive 102, a silicone coating 103 and a liner ply 104. (column 2, lines 23 to 26). The die cut 105 defines a gift card 114 that has an upper portion 111 and a lower portion 112 with a fold line 113 therebetween. The spot of silicone release coating 103 on the liner ply 104 contacts with the adhesive 102 applied to the lower portion 112 of the card.

A pattern of the adhesive 102 holds the face ply 101 and the lower portion 112 of the card to the liner ply 104 [but not the upper portion 111]. (column 2, lines 54 to 56). The adhesive 102 holds the gift card 114 to the liner ply 104 during processing and attaches the card to a package after the card 114 has been removed from the liner ply 104. When the card is folded over, a tab 116 on the upper portion 111 can be inserted

into a slit 117 on the lower portion 112 to help the card remain flat on a package during wrapping. (column 3, lines 17 to 19).

Claim 4 requires a blank to have "a sheet of paper having a first transverse line of weakening to divide said sheet in half to define at least two areas within said sheet; a first of said areas... having a removable first section... a second of said areas... having a removable second section therein spaced from first section...". Laurash does not describe or teach such a structure. As illustrated in Fig. 1b, the fold line 113 does not divide the face ply 101 in half. Furthermore, the respective upper and lower portions 111, 112 do not each have a removable section nor are they spaced from each other. For these reasons alone, a rejection of Claim 4 is being anticipated by Laurash is not warranted pursuant to the provisions of 35 U.S.C. 102.

Claim 4 further requires "a layer of adhesive on each of said sections for laminating said sections to each other". Laurash is void of any such structure. Specifically, the upper portion 111 of the gift card 114 is not provided with adhesive. Also, the upper and lower portions 111,112 of the gift card are not laminated to each other. Accordingly, for this additional reason, a rejection of Claim 4 as being anticipated by Laurash is not warranted pursuant to the provisions of 35 U.S.C. 102.

Claim 4 further requires "a removable liner disposed over said adhesive on each of said sections for removal therefrom ... to allow said adhesive to laminate said first removable section with said second removable section". Laurash is void of any such structure. Specifically, the liner ply 104 is not removable from the adhesive 102 and is not disposed over any adhesive on the upper portion 111. For these additional reasons,

a rejection of Claim 4 is being anticipated by Laurash is not warranted pursuant to the provisions of 35 U.S.C. 102.

Claim 8 requires "a sheet of paper having at least two areas within said sheet; a first of said area having a removable first section... a second of said area having a removable second section therein spaced from first section..." As noted above, none of Konkol, Popat and Laurash have two removable sections that are spaced from one another. For this reason alone, a rejection of Claim 8 as being anticipated by any one of Konkol, Popat and Laurash is not warranted pursuant to the provisions of 35 U.S.C. 102.

Claim 8 further requires "a layer of adhesive on at least one of said sections for laminating said sections to each other in back-to-back relation". None of Konkol, Popat and Laurash have such a structure. In Konkol, the adhesive 16 is on the transparent film 10 and not on the die cut portion 24. Also, the adhesive 16 is not provided to laminate the areas of the die cut portion 24 together (see Fig. 9). In Popat, the adhesive is to laminate the wings 38, 40, 42, 44 to the die cut portions of the plastic sheet 50 and not to each other. In Laurash, the upper and lower portions 111,112 of the gift card are not laminated to each other. For these additional reasons, a rejection of Claim 8 as being anticipated by any one of Konkol, Popat and Laurash is not warranted pursuant to the provisions of 35 U.S.C. 102.

Claim 8 further requires "a removable liner disposed over said adhesive on said one section for removal therefrom.... to allow said adhesive to laminate said first removable section with said second removable section". As noted above with respect to claim 4, none of Konkol, Popat and Laurash have such a structure. In Konkol, the

transparent film 10 is not removed from the adhesive 16 but carries the adhesive 16. In Popat, the die cut portions of the plastic sheet 50 are not removable from the adhesive 48 as required by claim 8. In Laurash, the liner ply 104 is not removable from the adhesive 102 and the adhesive does not laminate the upper and lower portions 111,112 of the gift card to each other. For these additional reasons, a rejection of Claim 8 as being anticipated by any one of Konkol, Popat and Laurash is not warranted pursuant to the provisions of 35 U.S.C. 102.

Claims 9 and 10 depend from claim 8 and are believed to be allowable for similar reasons.

Claim 22 requires a sheet of paper to have "a first area ... having a removable first section ... a second area ... having a removable second section ... for folding over and onto said first area" and "an adhesive on at least one of said removable sections for laminating said removable sections to each other". None of Konkol, Popat and Laurash describes or teaches such a structure. In Konkol, the adhesive 16 is on the transparent film 10 and not on the die cut portion 24. Also, the adhesive 16 is not provided to laminate the areas of the die cut portion 24 together (see Fig. 9). In Popat, the adhesive is to laminate the wings 38, 40, 42, 44 to the die cut portions of the plastic sheet 50 and not to each other. In Laurash, the upper and lower portions 111,112 of the gift card are not laminated to each other by adhesive 102. For these reasons, a rejection of Claim 22 as being anticipated by any one of Konkol, Popat and Laurash is not warranted pursuant to the provisions of 35 U.S.C. 102.

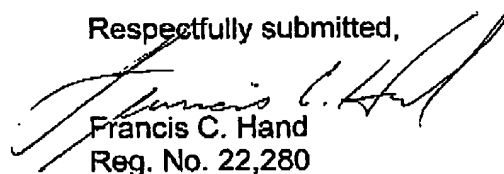
Claim 22 further requires "a removable liner disposed over said adhesive on said one removable section for removal therefrom ... to allow said adhesive to laminate said

first removable section with said second removable section". None of Konkol, Popat and Laurash describes or teaches such a structure. In Konkol, the the transparent film 10 carries the adhesive 16 and is not removable therefrom. Also, the adhesive 16 is not provided to laminate the areas of the die cut portion 24 together (see Fig. 9). In Popat, the plastic sheet 50 is not removable from the adhesive 48. Also, the adhesive 48 is not provided to laminate the wings 38, 40, 42, 44 of the sheet 20 to each other. In Laurash, the liner ply 104 is not removable from the adhesive 102. Also, the upper and lower portions 111,112 of the gift card are not laminated to each other by adhesive 102. For these reasons, a rejection of Claim 22 as being anticipated by any one of Konkol, Popat and Laurash is not warranted pursuant to the provisions of 35 U.S.C. 102.

Claim 23 depends from claim 22 and is believed to be allowable for similar reasons.

The application is believed to be in obvious condition for allowance and such is respectfully requested.

Respectfully submitted,



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